

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA7	Page 1 of 65
2. Contract No.		3. Solicitation No. W15P7T-04-R-C006		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004JAN12	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCA-RT-G FORT MONMOUTH, NJ 07703-5008			Code W15P7T	8. Address Offer To (If Other Than Item 7) COMMANDER US ARMY CECOM ATTN: AMSEL-ACSB-BID FT Monmouth, New Jersey 07703-5099		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** ELECTRONIC SUBMISSION VIA ASFI IBOP **until** 09:00am **(hour) local time** 2004FEB18 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name DEBRA MCLEAN E-mail address: DEBRA.MCLEAN@MAIL1.MONMOUTH.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (732)427-1535
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation		
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)		
24. Administered By (If other than Item 7)		Code	25. Payment Will Be Made By		
SCD PAS ADP PT					
26. Name of Contracting Officer (Type or Print)			27. United States Of America (Signature of Contracting Officer)		28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-C006 MOD/AMD	Page 2 of 65 REPRINT
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

THE FOLLOWING AMENDMENTS HAVE BEEN INCORPORATED

- 0001
- 0002
- 0003

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-C006 MOD/AMD	Page 3 of 65 REPRINT
Name of Offeror or Contractor:		

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1

52.6106

NOTICE: SOLICITATION OMBUDSMAN

JAN/2004

(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.

(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Mr. John Adamitis at (732) 532-3473. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-3028. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

Commander, US Army CECOM
 CECOM Acquisition Center
 Solicitation Ombudsman
 Attn: Mrs. Kathleen T. Walk
 AMSEL-ACCS-B
 Fort Monmouth, NJ 07703-5008

A-2

52.6307

EXECUTIVE SUMMARY

AUG/1996

1. Description of the Item(s)/Service(s) being Procured. CECOM proposes to acquire Tactical Power Supplies (TPS), PP-6224C/U and PP-2953D/U, in accordance with the statement of work, performance specification MIL-PRF-49080(CR), exceptions to the specifications, drawing A3286985 for housing and mounting requirements, and other documents attached to the solicitation.

2. Program Objectives/Needs. These power supplies are used primarily to power the SINGARS radios. In addition, the PP-6224C/U and PP-2953D/U are used in support of various other Army Programs, including, Patriot Missile program, Blackhawk, Apache, and Chinook. The PP-6224C/U will replace the existing PP-6224B/U, NSN 6130-01-223-0267. The Army is seeking alternative designs for the cover used to protect the front panel assembly. Currently, the cover is attached to the housing assembly using steel spring pins and hinges. In a tactical environment, these pins break easily. A picture of the existing PP-6224B/U is attached to the solicitation for reference.

3. Delivery Schedule. This acquisition includes a guaranteed minimum eight (8) first article units of the PP-2953D/U IAW CLIN 0023. The estimated maximum quantity is 7000 of 400 per year for the PP-6224C/U and 1000 per year for the PP-2953D/U. Below is a projected Master Delivery Schedule (Minimum Monthly Requirement). This projection represents the most recent data available and are for planning purposes only, is subject to fiscal limitations, and as, such do not represent an actual commitment to purchase the stated quantities of power supplies.

PP-2953D/U:

With First Article Requirements:

50 each per month starting at 240 days ARO (After Receipt of Order) until completion.

Without First Article Requirements:

50 each per month starting at 120 days ARO until completion.

PP-6224C/U:

With First Article Requirements:

25 each per month starting at 240 days ARO until completion.

Without First Article Requirements:

25 each per month starting at 120 days ARO until completion.

AC Cable and DC Cable:

15 per month starting at 120 days ARO until completion.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-C006 MOD/AMD	Page 4 of 65 REPRINT
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Name of Offeror or Contractor:

Production quantities will not be ordered if there is a failure to successfully pass first article testing, deliveries are stopped due to quality or design problems, and/or insufficient production capacity to deliver the power supplies within the required timeframe.

4. Contractor Performed Testing Requirements. First Article Test Requirements include First Article Fabrication & Test, First Article Test (FAT) Plan, FAT Report, Reliability Test Plan, Reliability Test Report, and Safety Assessment Report (SAR).

5. Type of Contract: Firm Fixed Price

6. Format of the Contract: Five-year Indefinite Delivery/Indefinite Quantity (ID/IQ)

7. Nature of the Work. Manufacturing

8. Source Selection Methodology: Small Business Set-Aside Competitive Best Value procedures

9. Disclaimer. This Executive Summary has been prepared as an aid to the potential offeror. We have made every attempt to accurately reflect the requirements/information contained in the solicitation. However, if you find any discrepancies between the Executive Summary and the clauses/provisions contained in the solicitation, the clauses/provisions contained in the solicitation shall prevail. Please contact the contract specialist identified in Block 10 of the SF33 if any discrepancies are found.

A-3	52.7225	NOTICE TO CONTRACTORS--ELIMINATION OF MILITARY SPECIFICATIONS AND STANDARDS	NOV/1996
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This solicitation contains military specifications and standards. Any suggested alternatives to these (e.g. industry standards, performance specifications or commercial items) should be identified in writing to the contract specialist as soon as possible prior to bid opening or solicitation closing date.
The purpose of this amendment is to add FOB Point: Destination to Line Items 0021, 0022, 0028, and 0029.

*** END OF NARRATIVE A 001 ***
Amendment 0002 is issued to revise page 37, subsection F-4, AFARS 52.6205, "Delivery", paragraph 3.(a) for clarification.

*** END OF NARRATIVE A 002 ***
The purpose of Amendment 0003 is to delete the Section J listed, Attachment 006, Executive Summary Tactical Power Supplies: PP-6224C/U and PP-2953D/U, dated October 30th, 2003, and replace with Section J listed, Attachment 015, Executive Summary Tactical Power Supplies: PP-6224C/U and PP-2953D/U, dated January 27th, 2004. This is done to be consistent with Section J listed, Attachment 013, Section M: Basis for Award, and Section A of the solicitation.

*** END OF NARRATIVE A 003 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																			
	<u>TACTICAL POWER SUPPLIES</u>																			
	FSCM: 6130 PART NR: PP-2953D/U SECURITY CLASS: Unclassified PROGRAM YEAR: 1																			
	<u>Range Quantities</u>																			
	<table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>50</td><td>250</td><td>\$</td></tr><tr><td>251</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>750</td><td>\$</td></tr><tr><td>751</td><td>1000</td><td>\$</td></tr></table>					<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	50	250	\$	251	500	\$	501	750	\$	751	1000	\$
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	251					500	\$													
	501					750	\$													
	751					1000	\$													
IAW THE SOW, MIL-PRF-49080B(CR), EXCEPTIONS TO SPECIFICATIONS, REV. B, AND OTHER DOCUMENTS ATTACHED HEREIN AS LISTED IN SECTION J																				
GUARANTEED QUANTITY IS 8 (FAT UNITS) IN ACCORDANCE WITH (IAW) CLIN 0023 REQUIREMENTS																				
DELIVERY ORDER MIN/MAX IS 50/1000																				
MONTHLY REQUIRED DELIVERY MINIMUM IS 50																				
FIVE YEAR MAXIMUM QUANTITY IS 5,000																				
	(End of narrative B001)																			
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ATTACHMENT 001 SOW PARA. 3.1 & SECTION D HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial																			
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination SHIP TO: XU Transportation Officer DDSP New Cumberland Facility Building Mission Door 113 114 New Cumberland, PA 17070-5001																			
	(End of narrative F001)																			
0002	<u>TACTICAL POWER SUPPLIES</u>		EA	\$ _____	\$ _____															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>FSCM: 6130</p> <p>PART NR: PP-6224C/U</p> <p>SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 1</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>40</td><td>100</td><td>\$</td></tr><tr><td>101</td><td>200</td><td>\$</td></tr><tr><td>201</td><td>300</td><td>\$</td></tr><tr><td>301</td><td>400</td><td>\$</td></tr></table> <p>IAW THE SOW, MIL-PRF-49080B(CR), EXCEPTIONS TO SPECIFICATIONS, REV. B, AND OTHER DOCUMENTS ATTACHED HEREIN AS LISTED IN SECTION J</p> <p>GUARANTEED QUANTITY IS 0</p> <p>DELIVERY ORDER MIN/MAX IS 40/400</p> <p>MONTHLY REQUIRED DELIVERY MINIMUM IS 25</p> <p>FIVE YEAR MAXIMUM QUANTITY IS 2,000</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING/PACKING/SPECIFICATIONS:</p> <p>ATTACHMENT 001 SOW PARA. 3.1 & SECTION D HEREIN</p> <p>LEVEL PRESERVATION: Commercial</p> <p>LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: XU Transportation Officer</p> <p> DDSP New Cumberland Facility</p> <p> Building Mission Door 113 114</p> <p> New Cumberland, PA 17070-5001</p> <p>(End of narrative F001)</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	40	100	\$	101	200	\$	201	300	\$	301	400	\$				
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0003	<p><u>TACTICAL POWER SUPPLY AC CABLE</u></p> <p>NSN: 5995-01-280-0440</p> <p>FSCM: 5995</p> <p>PART NR: CX-11979/U</p> <p>SECURITY CLASS: Unclassified</p>		EA	\$ _____	\$ _____															

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0004	<p><u>TACTICAL POWER SUPPLY DC CABLE</u></p> <p>NSN: 5995-00-466-0217</p> <p>FSCM: 5995</p> <p>PART NR: CX-12342/U</p> <p>SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 1</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>25</td><td>\$</td></tr></table>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	25	\$		EA	\$ _____	\$ _____									
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>2650\$</div> <div>5175\$</div> <div>76100\$</div> <div>IAW THE SOW, MIL-PRF-49080B(CR), EXCEPTIONS TO SPECIFICATIONS, REV. B, AND OTHER DOCUMENTS ATTACHED HEREIN AS LISTED IN SECTION J</div> <div>GUARANTEED QUANTITY IS 0</div> <div>DELIVERY ORDER MIN/MAX IS 1/100</div> <div>MONTHLY REQUIRED DELIVERY MINIMUM IS 15</div> <div>FIVE YEAR MAXIMUM QUANTITY IS 500</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>PACKAGING/PACKING/SPECIFICATIONS:</div> <div>ATTACHMENT 001 SOW PARA.3.1 & SECTION D HEREIN</div> <div>LEVEL PRESERVATION: Commercial</div> <div>LEVEL PACKING: Commercial</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Destination</div> <div>SHIP TO: XU Transportation Officer</div> <div>DDSP New Cumberland Facility</div> <div>Building Mission Door 113 114</div> <div>New Cumberland, PA 17070-5001</div> <div>(End of narrative F001)</div>				
0005	<div>TACTICAL POWER SUPPLIES</div> <div>FSCM: 6130</div> <div>PART NR: PP-2953D/U</div> <div>SECURITY CLASS: Unclassified</div> <div>PROGRAM YEAR: 2</div> <div>Range Quantities</div> <div>FROMTOUNIT PRICE</div> <div>50250\$</div> <div>251500\$</div> <div>501750\$</div> <div>7511000\$</div> <div>IAW THE SOW, MIL-PRF-49080B(CR), EXCEPTIONS TO SPECIFICATIONS, REV. B, AND OTHER DOCUMENTS ATTACHED HEREIN AS LISTED IN SECTION J</div>		EA	\$	\$

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0006	<p>GUARANTEED QUANTITY IS 0</p> <p>DELIVERY ORDER MIN/MAX IS 50/1000</p> <p>MONTHLY REQUIRED DELIVERY MINIMUM IS 50</p> <p>FIVE YEAR MAXIMUM QUANTITY IS 5,000</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ATTACHMENT 001 SOW PARA. 3.1 & SECTION D HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: XU Transportation Officer DDSP New Cumberland Facility Building Mission Door 113 114 New Cumberland, PA 17070-5001</p> <p>(End of narrative F001)</p>																					
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51	75	\$																				
76	100	\$																				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination SHIP TO: XU Transportation Officer DDSP New Cumberland Facility Building Mission Door 113 114 New Cumberland, PA 17070-5001 				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																	
0010	FOB POINT: Destination SHIP TO: XU Transportation Officer DDSP New Cumberland Facility Building Mission Door 113 114 New Cumberland, PA 17070-5001 (End of narrative F001)																					
	<u>TACTICAL POWER SUPPLIES</u> FSCM: 6130 PART NR: PP-6224C/U SECURITY CLASS: Unclassified PROGRAM YEAR: 3 <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>40</td><td>100</td><td>\$</td></tr><tr><td>101</td><td>200</td><td>\$</td></tr><tr><td>201</td><td>300</td><td>\$</td></tr><tr><td>301</td><td>400</td><td>\$</td></tr></table> IAW THE SOW, MIL-PRF-49080B(CR), EXCEPTIONS TO SPECIFICATIONS, REV. B, AND OTHER DOCUMENTS ATTACHED HEREIN AS LISTED IN SECTION J GUARANTEED QUANTITY IS 0 FIRST ARTICLE UNITS ARE 8 DELIVERY ORDER MIN/MAX IS 40/400 MONTHLY REQUIRED DELIVERY MINIMUM IS 25 FIVE YEAR MAXIMUM QUANTITY IS 2,000 (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ATTACHMENT 001 SOW PARA. 3.1 & SECTION D HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination SHIP TO: XU Transportation Officer DDSP New Cumberland Facility Building Mission Door 113 114	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	40	100	\$	101	200	\$	201	300	\$	301	400	\$		EA	\$ _____
<u>Range Quantities</u>																						
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																				
40	100	\$																				
101	200	\$																				
201	300	\$																				
301	400	\$																				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																	
0011	New Cumberland, PA 17070-5001																					
	(End of narrative F001)																					
	<u>TACTICAL POWER SUPPLY AC CABLE</u>		EA	\$ _____	\$ _____																	
	NSN: 5995-01-280-0440																					
	FSCM: 5995																					
	PART NR: CX-11979/U																					
	SECURITY CLASS: Unclassified																					
	PROGRAM YEAR: 3																					
	<table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>25</td><td>\$</td></tr><tr><td>26</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>75</td><td>\$</td></tr><tr><td>76</td><td>100</td><td>\$</td></tr></table>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	25	\$	26	50	\$	51	75	\$	76	100	\$			
<u>Range Quantities</u>																						
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																				
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51	75	\$																				
76	100	\$																				
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GUARANTEED QUANTITY IS 0																						
DELIVERY ORDER MIN/MAX IS 1/100																						
MONTHLY REQUIRED DELIVERY MINIMUM IS 15																						
FIVE YEAR MAXIMUM QUANTITY IS 500																						
(End of narrative B001)																						
<u>Packaging and Marking</u>																						
PACKAGING/PACKING/SPECIFICATIONS:																						
ATTACHMENT 001 SOW PARA. 3.1 & SECTION D HEREIN																						
LEVEL PRESERVATION: Commercial																						
LEVEL PACKING: Commercial																						
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INSPECTION: Origin ACCEPTANCE: Origin																						
FOB POINT: Destination																						
SHIP TO: XU Transportation Officer																						
DDSP New Cumberland Facility																						
Building Mission Door 113 114																						
New Cumberland, PA 17070-5001																						
(End of narrative F001)																						

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0012	<p><u>TACTICAL POWER SUPPLY DC CABLE</u></p> <p>NSN: 5995-00-466-0217 FSCM: 5995 PART NR: CX-12342/U SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 3</p> <p><u>Range Quantities</u></p> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>25</td><td>\$</td></tr><tr><td>26</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>75</td><td>\$</td></tr><tr><td>76</td><td>100</td><td>\$</td></tr></table> <p>IAW THE SOW, MIL-PRF-49080B(CR), EXCEPTIONS TO SPECIFICATIONS, REV. B, AND OTHER DOCUMENTS ATTACHED HEREIN AS LISTED IN SECTION J</p> <p>GUARANTEED QUANTITY IS 0</p> <p>DELIVERY ORDER MIN/MAX IS 1/100</p> <p>MONTHLY REQUIRED DELIVERY MINIMUM IS 15</p> <p>FIVE YEAR MAXIMUM QUANTITY IS 500</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ATTACHMENT 001 SOW PARA. 3.1 & SECTION D HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: XU Transportation Officer DDSP New Cumberland Facility Building Mission Door 113 114 New Cumberland, PA 17070-5001</p> <p>(End of narrative F001)</p>	FROM	TO	UNIT PRICE	1	25	\$	26	50	\$	51	75	\$	76	100	\$		EA	\$ _____	\$ _____
FROM	TO	UNIT PRICE																		
1	25	\$																		
26	50	\$																		
51	75	\$																		
76	100	\$																		
0013	<p><u>TACTICAL POWER SUPPLIES</u></p> <p>FSCM: 6130 PART NR: PP-2953D/U</p>		EA	\$ _____	\$ _____															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 4</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>50</td><td>250</td><td>\$</td></tr><tr><td>251</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>750</td><td>\$</td></tr><tr><td>751</td><td>1000</td><td>\$</td></tr></table> <p>IAW THE SOW, MIL-PRF-49080B(CR), EXCEPTIONS TO SPECIFICATIONS, REV. B, AND OTHER DOCUMENTS ATTACHED HEREIN AS LISTED IN SECTION J</p> <p>GUARANTEED QUANTITY IS 0</p> <p>DELIVERY ORDER MIN/MAX IS 50/1000</p> <p>MONTHLY REQUIRED DELIVERY MINIMUM IS 50</p> <p>FIVE YEAR MAXIMUM QUANTITY IS 5,000</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING/PACKING/SPECIFICATIONS:</p> <p>ATTACHMENT 001 SOW PARA. 3.1 & SECTION D HEREIN</p> <p>LEVEL PRESERVATION: Commercial</p> <p>LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: XU Transportation Officer</p> <p>DDSP New Cumberland Facility</p> <p>Building Mission Door 113 114</p> <p>New Cumberland, PA 17070-5001</p> <p>(End of narrative F001)</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	50	250	\$	251	500	\$	501	750	\$	751	1000	\$				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
50	250	\$																		
251	500	\$																		
501	750	\$																		
751	1000	\$																		
0014	<p><u>TACTICAL POWER SUPPLIES</u></p> <p>FSCM: 6130</p> <p>PART NR: PP-6224C/U</p> <p>SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 4</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr></table>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>		EA	\$ _____	\$ _____												
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>40100\$</div> <div>101200\$</div> <div>201300\$</div> <div>301400\$</div> <div>IAW THE SOW, MIL-PRF-49080B(CR), EXCEPTIONS TO SPECIFICATIONS, REV. B, AND OTHER DOCUMENTS ATTACHED HEREIN AS LISTED IN SECTION J</div> <div>GUARANTEED QUANTITY IS 0</div> <div>FIRST ARTICLE UNITS ARE 8</div> <div>DELIVERY ORDER MIN/MAX IS 40/400</div> <div>MONTHLY REQUIRED DELIVERY MINIMUM IS 25</div> <div>FIVE YEAR MAXIMUM QUANTITY IS 2,000</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>PACKAGING/PACKING/SPECIFICATIONS:</div> <div>ATTACHMENT 001 SOW PARA. 3.1 & SECTION D HEREIN</div> <div>LEVEL PRESERVATION: Commercial</div> <div>LEVEL PACKING: Commercial</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Destination</div> <div>SHIP TO: XU Transportation Officer</div> <div>DDSP New Cumberland Facility</div> <div>Building Mission Door 113 114</div> <div>New Cumberland, PA 17070-5001</div> <div>(End of narrative F001)</div>				
0015	<div>TACTICAL POWER SUPPLY AC CABLE</div> <div>NSN: 5995-01-280-0440</div> <div>FSCM: 5995</div> <div>PART NR: CX-11979/U</div> <div>SECURITY CLASS: Unclassified</div> <div>PROGRAM YEAR: 4</div> <div>Range Quantities</div> <div>FROMTOUNIT PRICE</div> <div>125\$</div> <div>2650\$</div> <div>5175\$</div> <div>76100\$</div>		EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	<p>IAW THE SOW, MIL-PRF-49080B(CR), EXCEPTIONS TO SPECIFICATIONS, REV. B, AND OTHER DOCUMENTS ATTACHED HEREIN AS LISTED IN SECTION J</p> <p>GUARANTEED QUANTITY IS 0</p> <p>DELIVERY ORDER MIN/MAX IS 1/100</p> <p>MONTHLY REQUIRED DELIVERY MINIMUM IS 15</p> <p>FIVE YEAR MAXIMUM QUANTITY IS 500</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ATTACHMENT 001 SOW PARA. 3.1 & SECTION D HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: XU Transportation Officer DDSP New Cumberland Facility Building Mission Door 113 114 New Cumberland, PA 17070-5001</p> <p>(End of narrative F001)</p>																						
0016	<p><u>TACTICAL POWER SUPPLY DC CABLE</u></p> <p>NSN: 5995-00-466-0217 FSCM: 5995 PART NR: CX-12342/U SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 4</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>25</td><td>\$</td></tr><tr><td>26</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>75</td><td>\$</td></tr><tr><td>76</td><td>100</td><td>\$</td></tr></table> <p>IAW THE SOW, MIL-PRF-49080B(CR), EXCEPTIONS TO SPECIFICATIONS, REV. B, AND OTHER DOCUMENTS ATTACHED HEREIN AS LISTED IN SECTION J</p> <p>GUARANTEED QUANTITY IS 0</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	25	\$	26	50	\$	51	75	\$	76	100	\$		EA	\$ _____	\$ _____
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0017	<p><u>TACTICAL POWER SUPPLIES</u></p> <p>FSCM: 6130 PART NR: PP-2953D/U SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 5</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>50</td><td>250</td><td>\$</td></tr><tr><td>251</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>750</td><td>\$</td></tr><tr><td>751</td><td>1000</td><td>\$</td></tr></table> <p>IAW THE SOW, MIL-PRF-49080B(CR), EXCEPTIONS TO SPECIFICATIONS, REV. B, AND OTHER DOCUMENTS ATTACHED HEREIN AS LISTED IN SECTION J</p> <p>GUARANTEED QUANTITY IS 0</p> <p>DELIVERY ORDER MIN/MAX IS 50/1000</p> <p>MONTHLY REQUIRED DELIVERY MINIMUM IS 50</p> <p>FIVE YEAR MAXIMUM QUANTITY IS 5,000</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	50	250	\$	251	500	\$	501	750	\$	751	1000	\$		EA	\$ _____	\$ _____
<u>Range Quantities</u>																							
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																					
50	250	\$																					
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>(End of narrative B001)</div> <div><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ATTACHMENT 001 SOW PARA. 3.1 & SECTION D HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</div> <div><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin FOB POINT: Destination SHIP TO: XU Transportation Officer DDSP New Cumberland Facility Building Mission Door 113 114 New Cumberland, PA 17070-5001</div> <div>(End of narrative F001)</div>				
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																	
0019	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ATTACHMENT 001 SOW PARA.3.1 & SECTION D HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: XU Transportation Officer DDSP New Cumberland Facility Building Mission Door 113 114 New Cumberland, PA 17070-5001</p> <p>(End of narrative F001)</p>																					
	<p><u>TACTICAL POWER SUPPLY AC CABLE</u></p> <p>NSN: 5995-01-280-0440 FSCM: 5995 PART NR: CX-11979/U SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 5</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>25</td><td>\$</td></tr><tr><td>26</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>75</td><td>\$</td></tr><tr><td>76</td><td>100</td><td>\$</td></tr></table> <p>IAW THE SOW, MIL-PRF-49080B(CR), EXCEPTIONS TO SPECIFICATIONS, REV. B, AND OTHER DOCUMENTS ATTACHED HEREIN AS LISTED IN SECTION J</p> <p>GUARANTEED QUANTITY IS 0</p> <p>DELIVERY ORDER MIN/MAX IS 1/100</p> <p>MONTHLY REQUIRED DELIVERY MIN/MAX IS 15/50</p> <p>FIVE YEAR MAXIMUM QUANTITY IS 500</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ATTACHMENT 001 SOW PARA. 3.1 & SECTION D HEREIN LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	25	\$	26	50	\$	51	75	\$	76	100	\$		EA	\$ _____
<u>Range Quantities</u>																						
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																				
1	25	\$																				
26	50	\$																				
51	75	\$																				
76	100	\$																				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination SHIP TO: XU Transportation Officer DDSP New Cumberland Facility Building Mission Door 113 114 New Cumberland, PA 17070-5001 				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-C006 MOD/AMD	Page 23 of 65 REPRINT
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: XU Transportation Officer DDSP New Cumberland Facility Building Mission Door 113 114 New Cumberland, PA 17070-5001 (End of narrative F001)				
0021	<u>CONFIGURATION CONTROL REPORT</u> SECURITY CLASS: Unclassified IAW SOW PARAGRAPH 3.2 AND THE DD FORM 1423, EXHIBIT A, ATTACHMENT 001, SECTION J (End of narrative A001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination (End of narrative F001)			\$ ** NSP **	\$ ** NSP **
0022	<u>PRODUCT DATA REPORT (PP-2953D/U &PP-6224C/U)</u> SECURITY CLASS: Unclassified FOR BOTH TACTICAL POWER SUPPLIES: PP-2953D/U AND PP-6224C/U, IAW SOW 3.4 AND DD FORM 1423, EXHIBIT B, ATTACHMENT 001, SECTION J (End of narrative A001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination (End of narrative F001)		LO		\$
0023	SECURITY CLASS: Unclassified FIRST ARTICLE REQUIREMENTS ARE SPECIFIED IN PARAGRAPH 3.7 OF THE SOW, ATTACHMENT 001,				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023AA	<p>SECTION J HEREIN. SEE SOW PARAGRAPH 3.7.9 FOR DISPOSITION INSTRUCTIONS. FIRST ARTICLE TEST REQUIREMENTS CONSISTS OF FABRICATION, TEST PLAN AND TESTING/TEST REPORT AS SET FORTH IN SLINS 0023AA, 0023AB, AND 0023AC.</p> <p>NOTE: SLIN 0023AB MUST BE APPROVED PRIOR TO FIRST ARTICLE TESTING. ACCEPTANCE AND APPROVAL OF FIRST ARTICLE UNITS IS SUBJECT TO APPROVAL OF THE FIRST ARTICLE TEST REPORT, SLIN 0023AC.</p> <p>(End of narrative A001)</p> <p><u>FIRST ARTICLE FABRICATION: PP-2953D/U</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>Disposition of First Article Samples shall be accomplished IAW SOW Paragraph 3.7.9., Attachment 001 herein as listed in Section J.</p> <p>(End of narrative F001)</p>		LO	\$ _____	\$ _____
0023AB	<p><u>FIRST ARTICLE: PP-2953D/U</u></p> <p>NOUN: QUALIFICATION TEST PLAN</p> <p>IAW SOW PARAGRAPH 3.7.4 AND DD FORM 1423, EXHIBIT C, ATTACHMENT 001, SECTION J</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023AC	<p><u>FIRST ARTICLE TEST REPORT: PP-2953D/U</u></p> <p>IAW SOW PARAGRAPH 3.7.6 AND DD FORM 1423, EXHIBIT E, ATTACHMENT 001, SECTION J</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p>		LO	\$ _____	\$ _____
0024	<p>SECURITY CLASS: Unclassified</p> <p>FIRST ARTICLE REQUIREMENTS ARE SPECIFIED IN PARAGRAPH 3.7 OF THE SOW, ATTACHMENT 001, SECTION J HEREIN. SEE SOW PARAGRAPH 3.7.9 FOR DISPOSITION INSTRUCTIONS. FIRST ARTICLE TEST REQUIREMENTS CONSIST OF FABRICATION, TEST PLAN AND TESTING/TEST REPORT AS SET FORTH IN SLINS 0024AA, 0024AB, AND 0024AC.</p> <p>NOTE: SLIN 0024AB MUST BE APPROVED PRIOR TO FIRST ARTICLE TESTING. ACCEPTANCE AND APPROVAL OF FIRST ARTICLE UNITS IS SUBJECT TO APPROVAL OF THE FIRST ARTICLE TEST REPORT, SLIN 0024AC.</p> <p style="text-align: center;">(End of narrative A001)</p>				
0024AA	<p><u>FIRST ARTICLE FABRICATION: PP-6224C/U</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>Disposition of First Article Samples shall be accomplished IAW SOW Paragraph 3.7.9., Attachment 001 herein as listed in Section J.</p> <p style="text-align: center;">(End of narrative F001)</p>		LO	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024AB	<p>FIRST ARTICLE: PP-6224C/U</p> <p>NOUN: QUALIFICATION TEST PLAN</p> <p>IAW SOW PARAGRAPH 3.7.4 AND DD FORM 1423, EXHIBIT C, ATTACHMENT 001, SECTION J</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p>		LO	\$ _____	\$ _____
0024AC	<p>FIRST ARTICLE TEST REPORT: PP-6224C/U</p> <p>IAW SOW PARAGRAPH 3.7.6 AND DD FORM 1423, EXHIBIT E, ATTACHMENT 001, SECTION J</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p>		LO	\$ _____	\$ _____
0025	SECURITY CLASS: Unclassified				
0025AA	<p>TEST PROCEDURE RELIABILITY TEST PLAN</p> <p>FOR BOTH TACTICAL POWER SUPPLIES: PP-2953D/U AND PP-6224C/U, IAW SOW PARAGRAPH 3.7.4.2 AND DD FORM 1423, EXHIBIT D, ATTACHMENT 001, SECTION J</p> <p>(End of narrative B001)</p>		LO	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025AB	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days: 30 FOB POINT: Destination <u>RELIABILITY TEST REPORT</u> FOR BOTH TACTICAL POWER SUPPLIES: PP-2953D/U AND PP-6224C/U, IAW SOW PARAGRAPH 3.7.6.7 AND DD FORM 1423, EXHIBIT F, ATTACHMENT 001, SECTION J (End of narrative B001)		LO	\$ _____	\$ _____
0026	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days: 30 FOB POINT: Destination SECURITY CLASS: Unclassified IAW SOW PARAGRAPH 3.8 AND DD FORM 1423, EXHIBIT G, ATTACHMENT 001, SECTION J (End of narrative A001)				
0026AA	<u>SAFETY ASSESSMENT REPORT: PP-2953D/U</u> <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days: 30 FOB POINT: Destination		LO	\$ _____	\$ _____
0026AB	<u>SAFETY ASSESSMENT REPORT: PP-6224C/U</u>		LO	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days: 30 FOB POINT: Destination				
0027	<u>FAILURE ANALYSIS/CORRECTIVE ACTION REPORT</u> SECURITY CLASS: Unclassified IAW SOW PARAGRAPH 3.9.3 AND DD FORM 1423, EXHIBIT H, ATTACHMENT 001, SECTION J (End of narrative A001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination		LO	\$ ** NSP **	\$ ** NSP **
	<u>USER'S GUIDE</u> SECURITY CLASS: Unclassified IAW SOW PARAGRAPH 3.12 AND DD FORM 1423, EXHIBIT I, ATTACHMENT 001, SECTION J (End of narrative A001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination (End of narrative F001)		LO	\$ ** NSP **	\$ ** NSP **
0029	<u>QUARTERLY REPORT: WARRANTY ITEM & CLS ITEMS</u> SECURITY CLASS: Unclassified IAW SOW PARAGRAPH 3.15 AND DD FORM 1423, EXHIBIT J, ATTACHMENT 001, SECTION J		LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>(End of narrative A001)</div> <div><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination (End of narrative F001)</div>				

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.6900	ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK)	SEP/2003

1. The documents listed at Attachments 01 through 013 are directly cited within this solicitation/contract and are furnished at Section J. The equipment on contract will be produced in accordance with these documents.

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents cited at Attachments 01 through 013 govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modifications/Exceptions to Listed Specifications and Drawings' in Section C. When necessary, copies of cancelled or superseded specifications and/or standards applicable to this solicitation/contract are furnished at Section J (also see provision entitled 'Cancelled Specification Reinstated' in Section C).

3. When applicable, a list of the Contract Data Requirements Lists (CDRLs - DD Form 1423s) that apply to this contract is furnished at Attachment 007. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless stated explicitly elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available online at <http://astimage.daps.dla.mil/online/new/>. After login to ASSIST-Online click on DIDS in the left frame menu to access the Data Item descriptions; then click on the DIDS browser. When necessary, copies of canceled or superseded Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the current hard copy edition of the Department of Defense Index of Specification and Standards (DoDISS) and Supplement. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between this provision and other contractual requirements.

5. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

a. Specifications, Standards and Data Item Descriptions listed in the DoDISS. Obtain these documents from:

DODSSP
Building 4/Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

b. Commercial Specifications, Standards, and Standards and Descriptions. When applicable, obtain these documents directly from the publisher.

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959

NOTE: You may also obtain Specification and Standard Information via the Defense Standardization Program Office Webpage, <http://www.dodssp.daps.mil> Free registration for a UserID and password are required prior to using ASSIST-Online. In most cases, you will be able to download cases from your standard browser. The ASSIST-Online Website is located at: <http://assist.daps.mil>

6. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.

a. Drawing Review and Certification.

(1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.

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(2) The bidder/offeror/contractor shall utilize the documents (35mm aperture card or digital computerized files) copies of the drawings supplied with this solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these documents contain all drawings cited in Attachments 005, 009, 010, and 011, excluding drawings for those items which will be government-furnished for incorporation into the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

(3) Concurrent with the submission of the bid/offer, the bidder/offeror will certify that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such certification prior to award.

(4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 6.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

(1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.

(2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.

7. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

- a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or
- b. The identification of such parts is inconsistent, or
- c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that time.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

- () effective date of contract.
- (x) date of contract award.

(End of clause)

C-2	52.6905	DOCUMENT SUMMARY LIST--ISSUE OF SPECIFICATIONS, STANDARDS AND RELATED DOCUMENTS (STATEMENT OF WORK)	JUL/1999
1. The Document Summary List (DSL) (Attachment Nr 004) lists all directly cited (first tier) documents, all tailored referenced (second tier) documents and all tailored subsequently referenced (third and lower tier) documents applicable to this solicitation/contract. The equipment on contract will be produced in accordance with these documents.			
2. The issue(s) (i.e., number, revision, title and issuance date) of the documents specified in the DSL govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modification/Exceptions to Listed Specifications and Drawings.'			
3. The Document Summary List is presented in the following format:			
DOCUMENT SUMMARY LIST FOR SOLICITATION/CONTRACT NUMBER/PROCUREMENT TITLE			

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DOCUMENT NAME (CONTRACT REFERENCE)	DOCUMENT TITLE	DOCUMENT DATE
APPLICABLE TAILORING		DOCUMENT CATEGORY

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all applicable documents. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between the DSL and other contractual requirements.

a. All non-cited documents that are referenced or incorporated by the documents cited on the DSL shall be contractually binding in accordance with the Document Category of the cited document (see paragraph 5 below). Unless stated explicitly elsewhere in this solicitation/contract, the issue of such non-cited document(s) is that which appears in the current hard copy edition of the Department of Defense Index of Specifications and Standards (DODISS) and DODISS Supplement or Acquisition Management Systems and Data Requirements Control List (AMSDL) (DoD 5010.12-L). When necessary, copies of canceled or superseded specifications, standards and/or Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

b. Should the DSL fail to identify a first tier document with its revision level, date and/or approved changes, the issue of the document(s) shown in the DoDISS and Supplement cited above applies. Unless otherwise specified in this solicitation/contract, such documents shall be considered as Category 2 (see paragraph 5 below).

5. The following document categories apply:

a. Category 1. The requirements contained in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation/contract, all requirements contained in referenced and subsequently referenced documents are contractually applicable for guidance and information only.

b. Category 2. The requirements contained in the directly cited document and the reference documents identified in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in subsequently referenced documents within reference documents are contractually applicable for guidance and information only.

c. Category 3. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in the directly cited document and all reference and subsequently referenced documents are contractually applicable to the extent specified in the higher-tiered document.

6. When applicable, the drawings and product specifications cited on the DSL are furnished with this solicitation/contract at Section J. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

a. Specifications and Standards listed in the DODISS and Data Item Descriptions listed in the AMSDL. Obtain these documents from:

DODSSP
Building 4/Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

b. Commercial Specifications, Standards and Descriptions. When applicable, obtain these documents directly from the publisher.

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959

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7. Tailoring. In case of conflict regarding applicable tailoring between the DSL and other requirements contained in this solicitation/contract, the order of precedence is:

- (1) Product Specification;
- (2) Statement of Work;
- (3) Data Item Description/Modification;
- (4) Document Summary List.

8. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.

a. Drawing Review and Certification.

(1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.

(2) When documents (35mm aperture cards or digital computerized files) are furnished, the bidder/offeror/contractor shall utilize the document copies of the drawings supplied with the solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these aperture cards contain all drawings cited in the DSL, excluding drawings for those items which will be government-furnished for incorporation in the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

(3) Concurrent with the submission of the bid/offer, the bidder/offeror will acknowledge that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such acknowledgement prior to award.

(4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 8.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

(1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.

(2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.

9. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

- a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or
- b. The identification of such parts is inconsistent, or
- c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that item.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC,' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

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() effective date of contract.

(x) date of contract award.

(End of clause)

C-3	52.6910	MODIFICATIONS/EXCEPTIONS TO LISTED SPECIFICATIONS/DRAWINGS (STATEMENT OF WORK)	SEP/1992
1. The equipment on contract will be produced in accordance with the data cited at Attachment 001, as modified by the documents listed at Attachment 003. The cited Exception/Modification references are attached at Section J.			
2. When the contractor is required to revise the existing technical data or generate new technical data to incorporate these modifications/exceptions indicated by inclusion of appropriate Statement of Work in Section C or J), all costs for such generation/revisions will be included in the contractor's bid/offer.			
C-4	52.6930	POST-AWARD ORIENTATION CONFERENCE(S) (STATEMENT OF WORK)	SEP/1992
Within 45 days after contract award, a Post-Award Orientation Conference may be convened by the Contracting Officer. The conference shall be conducted in accordance with FAR 42.503 procedures.			

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.7043	STANDARD PRACTICE FOR COMMERCIAL PACKAGING	APR/1999

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- a. Maximum of 100 unit packs per intermediate container.
- b. Maximum net load of 40 pounds.
- c. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the: American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959.

D-2	52.7044	STANDARD PRACTICE FOR COMMERCIAL PACKAGING (FOR DRAWINGS, SOFTWARE, AND OTHER DATA)	APR/1999
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Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98

Copies of ASTM D 3951-98 are available from the: American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959.

D-3	52.7047	BAR CODE MARKING	OCT/2001
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Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

D-4	52.7048	INSECT INFESTION PREVENTION	SEP/2002
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For all contracts for the purchase of bulk lumber that will be used for packaging, the following applies:

"Nonmanufactured soft and hard wood materials identified as intended for use in the construction of wooden pallets, wood containers, and blocking and bracing shall be Heat Treated (HT) to a core temperature of 56 degrees Centigrade for 30 minutes, certified, and marked by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with their Nonmanufactured Wood Packing Policy and Nonmanufactured Wood Packing Enforcement Regulations, both dated 30 May 2001."

For all contracts that require materiel to be packaged by the manufacturer the following applies:

"All wooden pallets, container interior blocking and bracing, and wood containers produced entirely or in part of nonmanufactured species shall be constructed of wood Heat Treated (HT) to a core temperature of 56 degrees Centigrade for 30 minutes, certified and marked accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with their Nonmanufactured Wood Packing Policy and Nonmanufactured Wood Packing Enforcement Regulations, both dated 30 May 2001"

(End of Clause)

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Cetificate of Conformance has been authorized in writing by the CAO, or inspection or inspecton and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

'I certify that on _____(insert date), the _____(insert Contractor's name) furnished the supplies or services called for by Contract No. _____ via _____(Carrier) on _____(identify the bill of lading or shipping document) in acordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.'

Date of Execution:_____

Signature:_____

Title:_____

(End of Clause)

All Certificates of Conformance shall be distributed as follows:

(i) The contractor's signed certificate shall be attached or included on the top of the inspection or receiving report distributed to the payment office.

(ii) One copy will be attached to the applicable inspection and receiving report form (DD Form 250, DD Form 1155, or Standard Form 44) that is included with each shipment.

(iii) Mail one copy to:

Commander, US Army Communication-Electronics Command
ATTN: AMSEL-LC-COM-_____
Fort Monmouth, NJ 07703-5023.

(iv) One copy retained in contractor's file for 1 year.

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.6205	DELIVERY	JUN/1984

1. Deliveries will be made in accordance with the schedule of requirements set forth in each Delivery Order. Since each Delivery Order may cover the monthly quantities required for one or more months, it is understood and agreed that Delivery Orders shall be issued a minimum of 120 calendar days in advance of the month that the first monthly quantity in any Delivery Order is due for delivery, except at least 240 calendar days for first production deliveries as indicated in paragraph 3.(a) below.
2. Shipment of production quantities shall start when indicated in Delivery Order and shall continue monthly thereafter as requested by the Contracting Officer in the Delivery Order. The cumulative monthly quantities to be so delivered shall not be less than 1 nor more than 7000. If the maximum scheduled quantities are not called for, the monthly schedule for the undelivered balance shall be based on the same minimum and maximum monthly quantities or ratios.
3. (a) Approved First Article units are required 240 calendar days after after receipt of order (ARO).
- (b) First Article samples will be required only once during life of the contract (prior to delivery of initial production quantity) and shall not be required for any subsequent Delivery Orders which may be issued, unless contractor proposes to make changes to design of approved First Article samples; in which case, the Government will have the right to require additional samples for test and approval prior to introduction of proposed design changes into production.
- (c) If First Article sample(s) requirement is waived for a particular item, the First Production deliveries can be required a minimum of 120 calendar days after effective date of the first Delivery Order.

F-5 52.247-48 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT FEB/1999

(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor--

(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.7025	PLACE OF PERFORMANCE AND SHIPPING POINT	DEC/1987
1. The work called for herein will be performed by the contractor at the following location(s):			
	Location of Final Manufacture: _____ (City, County, State)		
	Packaging and Packing: _____ (City, County, State)		
	Shipping Point (at or near): _____ (Street Address, City, State, Zip Code)		
	Producing facilities: _____ (Owner, Street Address, City, State, Zip Code)		
	Operator: _____ (Operator, Street Address, City, State, Zip Code)		

Contractor's office which will receive payment, supervise and administer the contract:

(Street Address, City, State)

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.

4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

G-2	52.7050	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
Project Designation: <u>Power Sources</u>			
Initiating Activity: Power Supplies/Ana Cardinale (Item/Project Manager)			

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: Debra McLean

Organization Code: AMSEL-AC-CA-RT-G

Telephone Area Code and No.: (732)427-1535

DSN/Autovon No.: 987-1535

b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For

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other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: _____

Address: _____

(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item must be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from only those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

G-3 52.7055 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL JUN/1999

(a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

(b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

- Instructions to Contract Ordering Officer
- Instructions to Administrative Contracting Officer*
- Instructions to other Defense Contract Management Command personnel*
- Instructions to Defense Finance Administration Services
- Instructions to Defense Contract Audit Agency

*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box AMSEL-AC-SP-D@mail1.monmouth.army.mil.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H, 52.6110.

(End of clause)

G-4 52.7080 DFAS COLUMBUS WEB INVOICING SYSTEM (WINS) NOV/1999

Contractors who are paid out of the DFAS Columbus office are requested to use the voluntary DFAS Web Invoicing System (WINS) whenever possible, when requesting payment of invoices or vouchers. Complete registration instructions may be found on the ACCESS WINS DFAS web site at <https://ecweb.dfas.mil>.

Vendor authentication includes user ID and passwords. User Guides are available at <http://www.dfas.mil/ecedi/>.

Note: Contractors must be registered in the Central Contractors Registration database in order to use WINS.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
H-2	52.6110	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL	JUN/1999

(a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.

(b) The format for all communication shall be compatible with the following: MicroSoft Office Products

(c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.

(d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters
Requests for Proposals under the contract
Price Issues (except contractor pricing data)
Contract Data Requirements List Submittals
Contract Data Requirements List Comments
Approvals/Disapprovals by the Government
Technical Evaluations of Contract Items
Clarifications
Configuration Control
Drawings (not to exceed 1/2 megabyte)
Revised Shipping Instructions
Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.

(g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.

(h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

(i) The Contracting Officer's e-mail address is: john.adamitis@mail1.monmouth.army.mil
The Contract Specialist's e-mail address is: debra.mclean@mail1.monmouth.army.mil
The Technical Point of Contact's e-mail address is: ana.cardinale@mail1.monmouth.army.mil

(End of clause)

H-3	52.6115	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APPENDIX F	APR/1999
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(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

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<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Commander, US Army CECOM, ATTN: AMSEL-AC-CA-RT-G Fort Monmouth, NJ 07703-5008	1
Commander, US Army CECOM, ATTN: AMSEL-LRC-PST Fort Monmouth, NJ 07703-5000	1

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

H-4 52.7301 ORDERING AUTHORITY APR/2000
CECOM reserves the right to issue Delivery Orders on behalf of any DOD component.
Ordering Officers are authorized to issue Delivery Orders under this contract.

H-5 52.7302 ORDERING OFFICER AUTHORITY SEP/2003
The authority of the Ordering Officers shall be to place Delivery Orders within the quantity and at the prices established for that quantity set forth at each Sub Line Item Number (SLIN) in the contract. Ordering Officers are not authorized to negotiate or change any terms or conditions of the contract. As such, Ordering Officers cannot make any changes to the specifications, statements of work, unit price(s), quality, quantity, delivery schedules or, alter the terms and conditions of any contract against which they place Delivery Orders. Ordering Officers may not perform any post award functions beyond Delivery Order obligation and distribution. Reference Army Federal Acquisition Regulation Supplement
(AFARS) 5101.602-2-90.

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997) AND ALTERNATE I (OCT 1997)	OCT/1997
I-17	52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-19	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-20	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	JUL/1995
I-21	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-27	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-28	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-29	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-30	52.227-09	REFUND OF ROYALTIES	APR/1984
I-31	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-32	52.232-01	PAYMENTS	APR/1984
I-33	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-34	52.232-11	EXTRAS	APR/1984
I-35	52.232-16	PROGRESS PAYMENTS (APR 03) AND ALTERNATE I (MAR 2000)	APR/2003
I-36	52.232-17	INTEREST	JUN/1996
I-37	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-38	52.232-25	PROMPT PAYMENT	OCT/2003
I-39	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-40	52.233-1	DISPUTES	JUL/2002
I-41	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-42	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-43	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-44	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-45	52.248-1	VALUE ENGINEERING	FEB/2000
I-46	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-47	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-48	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-49	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-50	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-51	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-52	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
I-53	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-54	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-55	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003

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I-56	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-57	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-58	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-59	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-60	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-61	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-62	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-63	252.242-7000	POST AWARD CONFERENCE	DEC/1991
I-64	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-65	252.243-7002	CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-66	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
I-67	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-68	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) & ALT I (MAR 2000)	MAY/2002
I-69	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000

I-70 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING SEP/1989

(a) The Contractor shall test eight (8) units each of Lot/Items 0023AA and 0024AA (when ordered) as specified in this contract. At least fourteen (14) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer and the Government Assurance Representative (QAR), in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within one hundred and sixty-five (165) calendar days after receipt of order (ARO) to Commander, U.S. Army CECOM, Attn: AMSEL-LC-P-PST (Ana Cardinale) marked 'FIRST ARTICLE TEST REPORT: Contract No. W15P7T-04-D-_____, Lot/Item No.'s 0023AC and 0024AC.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to the contract for (1) progress payments, or (2) termination settlements if the contract is terminated for convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

I-71 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of the basic contract award through five (5) years thereafter.

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(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered 'issued' when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I-72 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requirements for delivery orders covered by this contract for production supply quantities less than: (1) fifty (50) each for line items 0001, 0005, 0009, 0013, and 0017; (2) forty (40) each for line items 0002, 0006, 0010, 0014, and 0018; and, (3) one (1) each for line items 0003, 0004, 0007, 0008, 0011, 0012, 0015, 0016, 0019, and 0020, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(b) Maximum order. The Contractor is not obligated to honor any delivery order for production supply quantities in excess of: (1) one-thousand (1,000) each for line items 0001, 0005, 0009, 0013, and 0017; (2) four-hundred (400) each for line items 0002, 0006, 0010, 0014, and 0018; and, (3) one-hundred (100) each for line items 0003, 0004, 0007, 0008, 0011, 0012, 0015, 0016, 0019, and 0020.

(c) Notwithstanding paragraph (b) of this section, the Contractor shall honor any order exceeding the maximum delivery order limitations in paragraph (b), unless that delivery order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I-73 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies specified, and effective for the period stated, in the Schedule. The quantities of supplies specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies specified in the Schedule up to and including the quantity designated in the Schedule as the 'maximum.' The Government shall order at least the quantity of supplies or services designated in the Schedule as the 'minimum.'

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after seven (7) years from the date of contract award.

(End of clause)

I-74 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA MAR/2001

(a) Definitions. As used in this clause--

'Acceptance,' means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified, supplies, or approves specific services rendered, as partial or complete performance of the contract.

'Defect,' means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

'Supplies,' means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also means 'data.'

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(b) Contractor's obligations. (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor all material and workmanship defects for a period of four (4) years from the date of Government DD-250 acceptance.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within thirty (30) days of said determination. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within thirty (30) days of said notification or independent discovery, a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within thirty (30) days of said notice to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and 'fitness for a particular purpose' are excluded from any obligation under this contract.

(c) Remedies available to the Government. (1) The rights and remedies of the Government provided in this clause-

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within sixty (60) days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at no additional cost to the Government.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5) (i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor

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to-

- (A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;
- (B) Correct defects as directed under paragraph (b)(4) of this clause; or
- (C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise-

(i) Obtain detailed recommendations for corrective action and either-

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

I-75 252.211-7003 UNIQUE ITEM IDENTIFICATION AND VALUATION JAN/2004
(a) Definitions. As used in this clause--

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use that can be used to uniquely identify DoD items that are purchased from commercial industries that use the unique identification equivalents. Some examples are: EAN.UCC Global Individual Asset Identifier, health care capital assets labeled with the Health Industry Bar Code Standard, and the Automotive Industry Action Group B-2 Vehicle Identification Number Bar Code Label Standard.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.
Government's acquisition cost means--

- (1) For fixed-price contracts, the unit price identified at contract award, updated by any contract modifications; and
- (2) For cost-type contracts, the Contractor's fully burdened actual cost that has been accumulated, plus a proportionate amount of fee for each item at the time the item is delivered.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single article or unit formed by a grouping of component or constituent parts required to be delivered in accordance with the terms and conditions of this contract. Under this contract, an item is any article produced, stocked, stored, issued, or used; or any product, including systems, materiel, parts, subassemblies, sets, or accessories.

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Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Number).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

(b) Unique item identification.

(1) The Contractor shall provide unique item identification marking, or a DoD recognized unique identification equivalent (if one is not already marked), for--

(i) All items delivered under this contract for which the Government's acquisition cost is \$5,000 or more; and

(ii) The following items to be delivered under this contract:

<u>Contract Line Items</u>	<u>Description</u>
0001, 0005, 0009, 0013, 0017	Tactical Power Supplies PP-2953D/U
0002, 0006, 0010, 0014, 0018	Tactical Power Supplies PP-6224C/U
0003, 0007, 0011, 0015, 0019	Tactical Power Supply AC Cable CX-11979/U
0004, 0008, 0012, 0016, 0020	Tactical Power Supply DC Cable CX-12342/U
0023AA	First Article Fabrication PP-2953D/U
0024AA	First Article Fabrication PP-624C/U

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data elements.

(i) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(ii) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include

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the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

- (iii) The issuing agency code shall be derived from the data qualifier for the enterprise identifier.
- (iv) The issuing agency code shall not be placed on the item.
- (4) Data syntax and semantics. The Contractor shall--
 - (i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:
 - (A) Data Identifiers (DIs) (Format 06).
 - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.
 - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. (Note: The DoD collaborative solution is described in Appendix D of the DoD guide to Uniquely Identifying Tangible Items, available at <http://www.acq.osd.mil/uid>.)
 - (ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.
- (5) Marking items. Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (b)(1) of this clause in accordance with the standard practice of MIL-STD-130K, Identification Marking of U.S. Military Property.
- (c) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marking for items delivered under this contract that are not required to have unique item identification or a DoD-recognized unique identification equivalent under paragraph (b) of this clause.
- (d) Item records. Records of all items delivered to the Government shall include, at a minimum, the following information:
 - (1) Description.
 - (2) Unique item identifier concatenated or other approved item identifier.
 - (3) Quantity shipped.
 - (4) Unit of measure.
 - (5) Acquisition cost.
 - (6) Ship-to code.
 - (7) Shipment date.
 - (8) Enterprise identifier.
 - (9) Serial number.
 - (10) Original part number.
- (e) Valuation. The Contractor shall report the Government's acquisition cost of items delivered under this contract as follows:
 - (1) Except as specified in paragraph (e)(3)(ii) of this clause, the Contractor shall report the Government's acquisition cost of items under separately priced contract line item numbers, subline item numbers, or informational subline item numbers.
 - (2) When informational subline items are used only for identification of the Government's acquisition cost, they will be clearly identified as such and shall not be used as a basis for payment.
 - (3) The Contractor shall normally report the Government's acquisition cost for items under cost-type contracts to the Contracting Officer at the time of delivery, but in no event later than the close of the Contractor's fiscal period during which the delivery was made.
 - (i) When a unique item identifier is required, the Contractor shall report the actual cost that has been accumulated for each item identified in paragraph (b) of this clause and set forth in a contract line item or subline item.
 - (ii) When a commonly accepted commercial mark is required, the Contractor shall report the actual cost that has been accumulated for each item, whether or not listed in paragraph (b) of this clause. In many cases, such items will have been combined under a single contract line item or subline item.

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(f) Subcontracts. The Contractor shall include the requirements of this clause in all subcontracts that will result in delivery of items under this contract.

(End of clause)

I-76 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definitions. 'Ozone-depleting substance,' as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

- (1) Class I, including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b),(c), and (d) and 40 CFR Part 82, Subpart E, as follows:

'WARNING: Contains (or manufactured with, if applicable) 1 a substance(s)* which harm(s) public health and environment by destroying ozone in the upper atmosphere.'

*The Contractor shall insert the name of the substance(s).

(End of clause)

I-77 52.227-03 PATENT INDEMNITY (ALTERNATE II) APR/1984

The following paragraph (c) is added to the clause at FAR 52.227-03 (APR 84), which is incorporated by reference:

(c) This patent indemnification shall cover the following items:

This patent indemnification shall be applicable to any patent claims or suits against the Government arising out of any activity occurring pursuant to this contract regarding the making, use, or sale of any items, or materials; or the practicing of any processes; which, in either case, have been sold or offered for sale by the contractor or its subcontractors hereunder to the public, in the commercial open market, and to such items, materials, or processes with relatively minor modifications thereto.

I-78 52.243-07 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. 'Contracting Officer,' as used in this clause, does not include any representative of the Contracting Officer. 'Specifically authorized representative (SAR),' as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within thirty (30) calendar days (to be negotiated) from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

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- (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within thirty (30) calendar days (to be negotiated) of receipt of notice, respond to the notice in writing. In responding, The Contracting Officer shall either-
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary, direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustment. (1) If the Contracting Officer confirms that Government conduct affected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-
- (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such a defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases 'contract price' and 'cost' wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down not required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I-80 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of Clause)

I-81 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS MAR/2003

(a) Definitions. As used in this clause-

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	SCIENTIFIC AND TECHNICAL REPORTS - CONFIGURATION CONTROL	12-DEC-2002	001	DATA
Exhibit B	TECHNICAL REPORT STUDY/SERVICES - PRODUCT DATA	12-DEC-2002	001	DATA
Exhibit C	FIRST ARTICLE QUALIFICATION TEST PLAN	12-DEC-2002	001	DATA
Exhibit D	TEST PROCEDURE RELIABILITY TEST PLAN	12-DEC-2002	001	DATA
Exhibit E	TEST/INSPECTION REPORTS - FIRST ARTICLE TEST REPORT	12-DEC-2002	001	DATA
Exhibit F	TEST/INSPECTION REPORTS - RELIABILITY TEST REPORT	12-DEC-2002	001	DATA
Exhibit G	SCIENTIFIC AND TECHNICAL REPORTS, SAFETY ASSESSMENT REPORT (SAR)	12-DEC-2002	001	DATA
Exhibit H	FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT - FAILURE ANALYSIS/CORRECTIVE ACTION	12-DEC-2002	001	DATA
Exhibit I	SCIENTIFIC AND TECHNICAL REPORTS - USER'S GUIDE	12-DEC-2002	001	DATA
Exhibit J	FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT - QUARTERLY REPORT: WARRANTY ITEMS AND CLS ITEMS	12-DEC-2002	001	DATA
Attachment 001	STATEMENT OF WORK FOR TACTICAL POWER SUPPLIES: PP-6224C/U AND PP-2953D/U	30-OCT-2003	033	DATA
Attachment 002	PERFORMANCE SPECIFICATION, MIL-PRF-49080B(CR)	08-FEB-2002	021	DATA
Attachment 003	EXCEPTIONS TO SPECIFICATION, REV. B	04-SEP-2003	002	DATA
Attachment 004	DOCUMENT SUMMARY LIST (DSL)	30-OCT-2003	002	DATA
Attachment 005	DRAWING # A3286985, REV. A	01-OCT-2001	001	DATA
Attachment 006	DELETED By AMD 0003			
Attachment 007	LIST OF CDRLS FOR POWER SUPPLIES: PP-6224C/U AND PP-2953D/U	30-OCT-2003	001	DATA
Attachment 008	EXCEPTIONS TO CITED TECHNICAL DATA TO CORRECT REFERENCES TO OZONE-DEPLETING CHEMICALS	30-OCT-2003	001	DATA
Attachment 009	DRAWING SM-D-667917, CABLE ASSEMBLY, POWER, ELECTRICAL CX-11979()/U	16-JAN-1981	001	DATA
Attachment 010	DRAWING SM-D-667921, CONNECTOR, RECEPTACLE	21-NOV-1980	001	DATA
Attachment 011	DRAWING SM-D-667953, CABLE ASSEMBLY, POWER, ELECTRICAL CX-12342 ()/U	17-AUG-1981	001	DATA
Attachment 012	SECTION L - PROPOSAL SUBMISSION REQUIREMENTS	01-DEC-2003	008	DATA
Attachment 013	SECTION M - BASIS FOR AWARD	01-DEC-2003	006	DATA
Attachment 014	PRICING SPREADSHEET	08-OCT-2003	015	DATA
Attachment 015	EXECUTIVE SUMMARY TACTICAL POWER SUPPLIES: PP-6224C/U AND PP-2953D/U	27-JAN-2004	003	DATA

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
K-3	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
K-4	52.222-38	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-5	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-6	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-7	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-8	52.214-16	MINIMUM BID ACCEPTANCE PERIOD	APR/1984

(a) 'Acceptance period,' as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period:

_____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

K-9	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	APR/2002
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(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 335311.

(2) The small business size standard is 750 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it * is, * is not a

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Name of Offeror or Contractor:

service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It ___is, ___is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ___is, ___is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38

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U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-10 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs

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(a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-11 52.204-3 TAXPAYER IDENTIFICATION
(a) Definitions.

OCT/1998

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

() TIN:_____.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a Federal Government;

() Other. State basis._____

(e) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt):

() Corporate entity (tax-exempt):

() Government entity (Federal, State, or local);

Name of Offeror or Contractor:

- () Foreign government;
- () International organization per 26 CFR 1.6049-4;
- () Other _____.

(f) Common Parent.

- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- () Name and TIN of common parent:

Name_____

TIN_____

(End of Provision)

PROCEDURAL NOTE: The Contractor's Tax Identification Number (TIN) should also be included on the respective invoices, receiving report or any other Government documentation authorizing payment for Payment Office tracking purposes.

K-12 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's

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Name of Offeror or Contractor:

requirements indicate that different quantities should be acquired.

K-1352.209-5CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERSDEC/2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have * have not *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has * has not *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K-1452.215-6PLACE OF PERFORMANCEOCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or respondent

(End of provision)

K-1552.222-22PREVIOUS CONTRACTS AND COMPLIANCE REPORTSFEB/1999

The offeror represents that-

(a) it () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, -filed all required compliance reports; and

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(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-16 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

(a) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative actions programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K-17 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

(End of provision)

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(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.	Country of Origin:
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[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

K-19	52.227-06	ROYALTY INFORMATION	APR/1984
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(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

"(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K-20	252.225-7000	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	APR/2003
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(a) Definitions.

'Domestic end product', 'foreign end product', 'qualifying country', and 'qualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation

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Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy american Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
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(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
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(End of provision)

K-21 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.
The offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K-22 52.7169 WAIVER OF FIRST ARTICLE APR/1991

a. The Government reserves the right, with respect to offerors who offer products previously accepted or tested by the Government, to waive the requirements for First Article tests. Offerors who offer such products and wish to rely on such previous acceptance or test must furnish, with their offers, evidence that prior Government acceptance or approval is applicable to the product(s) proposed to be furnished hereunder, as follows:

Item_____	Contract No._____
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b. If First Article approval testing is waived, the First Article requirement, together with all clauses relating to First Article, will be deleted from the resulting contract.

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c. Offerors' attention is directed to the delivery schedule(s) for the production quantity SLIN(s). In the event that two schedules are set forth (a delivery schedule with First Article and an earlier delivery schedule without First Article), the contractor will be required to conform to the earlier schedule if the Government elects to exercise its right to waive First Article testing.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN/2004
L-3	52.215-05	SOLICITATION DEFINITIONS	JUL/1987
L-4	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-5	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-6	52.216-01	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a Firm Fixed Priced Indefinite Delivery/Indefinite Quantity (ID/IQ) contract resulting from this solicitation.

(End of Provision)

L-7	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Commander, U.S. Army CECOM, ATTN: AMSEL-AC-CA-RT-G (John Adamitis), Fort Monmouth, N.J. 07703-5008.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L-8	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of provision)

L-9	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	JAN/2004
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Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

(a) From the ASSIST database via the Internet at <http://assist.daps.mil/or>

(b) By submitting a request to the- Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

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Facsimile (215) 697-1462.

(End of provision)

L-10 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of Provision)

L-11 52.XXXX AMC-LEVEL PROTEST PROGRAM SEP/1998

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile Number: (703) 617-4999/5680
Voice Number: (703) 617-8176

The AMC-level protest procedures are accessible via the Internet; see the HQ, AMC home page under 'Office of Command Counsel(CC).

The CC website address is:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC, to obtain the AMC-Level Protest Procedures.

(End of Clause)

L-13 Attachment 012, listed in Section J, contains proposal submission information and instructions.

RANGE UNIT PRICES ARE TO BE INPUT INTO THE PRICING SPREADSHEET, ATTACHMENT 014 HEREIN, AS LISTED IN SECTION J.

*** END OF NARRATIVE L 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-C006 MOD/AMD	Page 65 of 65 REPRINT
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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

Regulatory Cite	Title	Date
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M-1 52.6110 FAILURE TO COMPLY WITH F. O. B. TERMS APR/1991

F.O.B. terms and shipping instructions are set forth in Section B under each item, and/or in Section F. For purposes of evaluation, bidders/offerors are cautioned that any bid/offer submitted on a basis other than F.O.B. Destination for all Line Items will be rejected as nonresponsive or may be considered unacceptable.

M-2 52.7100 ALL OR NONE BASIS FOR AWARD SEP/1997

A bidder/offeror must quote on all items in Section B of this solicitation to be eligible for award. The government reserves the right to award the items in Section B on an 'all-or-none' basis; therefore, evaluation of bids/offers will be based, among other factors, upon the total price quoted for all items.

M-3 52.7150 EVALUATION--FIRST ARTICLE (CONTRACTOR TESTING) SEP/1997

(a) Any offer submitted under this solicitation will be evaluated on the basis of including the First Article requirement CLIN/SLIN(s) set forth under Section B, except for those eligible offerors for whom the government elects to waive the First Article requirements.

(b) If the government waives the requirement for First Article Unit(s), test plan(s), testing and test report(s) for eligible offerors, the prices set forth in the SLIN(s) under the First Article CLIN will not be included in the evaluation of their offer, and will not be included in the total contract price of any resultant contract. In addition, all provisions relating to First Article will be deleted from the resulting contract.

(c) Earlier delivery, if required in case of waiver of First Article requirements, shall not be a factor in evaluation for award.

M-4 52.7300 TREATMENT OF DUTIES IN THE EVALUATION OF BIDS/OFFERS APR/1992

a. Duty will be excluded from the evaluation of a foreign source bid/offer if the foreign source is an FMS/Offset Arrangement country, DFARS 225.7307 or a NATO cooperative project participant, DFARS 225.871.

1. An 'FMS/Offset country' is a foreign country which has an offset arrangement negotiated in conjunction with a Foreign Military Sale and which arrangement provides for obtaining a waiver of the Buy American Act restrictions on a case-by-case basis.

2. Cooperative project authority allows departments or agencies, that have authority to do so, to enter into a cooperative project agreement with NATO or with one or more member countries of that organization under DoDD 5530.3, International Agreements.

b. However, in the case of designated country end products under DFARS 225.4 (unless the designated country is also a NATO cooperative project participant or an FMS/Offset Arrangement country), it can be concluded the duty is to be included in the price for evaluation, since there is no specific coverage of duty. Designated countries are the countries designated in the Trade Agreement Act of 1979. The list of designated countries appears at FAR 25.003.

M-5 Attachment 013, listed in Section J, contains information regarding evaluation factors.

UNIT RANGE PRICES ARE TO BE INPUT INTO THE PRICING SPREADSHEET ATTACHMENT 014 HEREIN, AS LISTED IN SECTION J.